

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM316531

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| F+W Media, Inc. | | 09/08/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Macquarie US Trading LLC | | |
| Street Address: | 125 West 55th Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86358846 | CRAFT U | |
| Serial Number: | 86230882 | CREATING KEEPSAKES | |
| Registration Number: | 4578936 | DEER & DEER HUNTING | |
| Registration Number: | 4524985 | SCRIPTXPRT | |
| Serial Number: | 86188125 | SKYWEEK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 513-241-2324 | | |
| Email: | lkrafte@whe-law.com | | |
| Correspondent Name: | Lori Krafte | | |
| Address Line 1: | Wood Herron & Evans LLP | | |
| Address Line 2: | 441 Vine Street, 2700 Carew Tower | | |
| Address Line 4: | Cincinnati, OHIO 45202-2917 | | |
| NAME OF SUBMITTER: | Lori Krafte | | |
| SIGNATURE: | /Lori Krafte/ | | |
| DATE SIGNED: | 09/10/2014 | | |
| Total Attachments: 4 | | | |
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SUPPLEMENT TO GRANT OF FIRST LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This **SUPPLEMENT TO GRANT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS** ("Agreement"), effective as of September 8, 2014 is made by **F+W MEDIA, INC.**, a Delaware corporation, located at 38 E. 29th St., New York, NY 10016 (the "Borrower"), in favor of **MACQUARIE US TRADING LLC**, a limited liability company, located at 125 West 55th Street, New York, NY 10019, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of July 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among New Publishing Holdings, Inc. ("Holdings"), F+W Media, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered (i) a Guarantee and Collateral Agreement, dated as of July 9, 2013, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement") and (ii) a Grant of First Lien Security Interest in Trademark Rights, dated as of July 9, 2013, (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "IP Security Agreement") in favor of the Administrative Agent;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the IP Security Agreement, the Borrower pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Additional Trademark Collateral (as defined below); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION I. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby grants a continuing security interest in all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Additional Trademark Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure the prompt and complete payment and performance when due of the Obligations. Notwithstanding the foregoing, this Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications

filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Additional Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

F+W MEDIA, INC.

By: _____

Name: _____

Title: _____

James Carr
CEO/COO

[SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT]

Schedule A

| Trademark | Application No. | Reg. No. |
|-----------------------------|------------------------|-----------------|
| CRAFT U | 86/358,846 | |
| CRAFT UNIVERSITY | 86/003,874 | |
| CREATING KEEPSAKES | 86/230,882 | |
| D+DH & Design | 86/055,195 | |
| DEER & DEER HUNTING | 86/066,649 | 4,578,936 |
| SCRIPTXPERT | 86/043,492 | 4,524,985 |
| SKY & TELESCOPE | 86/186,141 | |
| SKY & TELESCOPE & Design | 86/186,784 | |
| SKYWEEK | 86/188,125 | |